

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DOV FERSHTADT,

Plaintiff,

– against –

VERIZON COMMUNICATIONS INC., THE PLAN FOR GROUP INSURANCE, METROPOLITAN LIFE INSURANCE COMPANY and UNUM LIFE INSURANCE COMPANY OF AMERICA,

Defendants.

07 Civ. 6963 (CM)
ECF Case

**UNUM LIFE INSURANCE
COMPANY OF AMERICA'S
ANSWER TO AMENDED
COMPLAINT**

Defendant, Unum Life Insurance Company of America (“Unum America”), by its attorneys, Begos Horgan & Brown LLP, for its answer to the amended complaint in this action, responds as follows:

PARTIES

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraphs 1 through 10.
2. Denies the allegations in paragraph 11, except admits that Unum America is a Maine corporation, with its principal place of business in Portland, Maine.
3. Denies the allegations in paragraph 12, except admits that Unum America provided ministerial and administrative services to Verizon Services Corp. and/or Verizon Communications, Inc. (together, “Verizon”), from February 2003 to a date on or about July 1, 2006.

JURISDICTION

4. Responding to paragraph 13, admits that this action is governed by ERISA, 29 U.S.C. §1001 *et seq.*, and that this Court has jurisdiction over the subject matter and otherwise refers issues of law to the Court for determination..

VENUE

5. Responding to paragraph 14, admits that venue is proper in this district.

BACKGROUND AND FACTS

6. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraphs 15 through 36, except admits that plaintiff applied for short-term disability (“STD”) benefits under an STD plan, and received STD benefits for the fifty-two weeks ending July 31, 2005. Unum America requests leave to refer to the STD plan and the administrative record regarding plaintiff’s STD claim for their true and complete terms and contents.

7. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraphs 37 through 41.

8. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 42, except admits that the long-term disability plan under which plaintiff seeks benefits (“LTD Plan”) is an employee benefit plan that ERISA governs.

9. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraphs 43 through 59, and requests leave to refer to the LTD Plan for its true and complete terms.

10. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraphs 60 through 62, except admits that plaintiff received STD benefits for the fifty-two weeks ending July 31, 2005.

11. Denies the allegations in paragraph 63, except admits that Unum America sent a July 14, 2005 letter regarding plaintiff's claim for LTD benefits, and requests leave to refer to the administrative record for its true and complete contents.

12. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraphs 64 through 67.

13. Denies the allegations in paragraphs 68 through 70, except admits that plaintiff received LTD benefits under the LTD Plan.

14. Denies the allegations in paragraphs 71 and 72.

15. The allegations in paragraphs 73 through 97 appear to pertain only to defendants other than Unum America, making a response by Unum America unnecessary. To the extent any of these paragraphs contains any allegation pertaining to Unum America, or to the extent a response is otherwise required, Unum America denies the allegations.

FIRST CAUSE OF ACTION

16. Responding to paragraph 98, Unum America repeats each response set forth in the preceding paragraphs.

17. Denies knowledge or information sufficient to form a belief as to the truth of the allegations in paragraphs 99 through 102.

18. Denies the allegations in paragraphs 103 through 105, except admits that plaintiff qualified for and received LTD benefits under the LTD Plan, and requests leave to refer to the LTD Plan and the administrative record for their true and complete terms and contents.

19. The allegations in paragraph 106 appear to pertain only to defendants other than Unum America, making a response by Unum America unnecessary. To the extent this paragraph contains any allegation pertaining to Unum America, or to the extent a response is otherwise required, Unum America denies the allegations.

20. Denies the allegations in paragraphs 107 and 108.

SECOND CAUSE OF ACTION

21. Responding to paragraph 109, Unum America repeats each response set forth in the preceding paragraphs.

22. Denies the allegations in paragraphs 110 through 112.

THIRD CAUSE OF ACTION

23. Responding to paragraph 113, Unum America repeats each response set forth in the preceding paragraphs.

24. The allegations in paragraphs 114 through 118 appear to pertain only to defendants other than Unum America, making a response by Unum America unnecessary. To the extent any of these paragraphs contains any allegation pertaining to Unum America, or to the extent a response is otherwise required, Unum America denies the allegations.

FOURTH CAUSE OF ACTION

25. Responding to paragraph 119, Unum America repeats each response set forth in the preceding paragraphs.

26. Denies the allegations in paragraphs 120 and 121.

FIRST DEFENSE

Unum America provided administrative services only for a limited period to the LTD Plan, which period has ended; accordingly, the declarations, directions and damages plaintiff seeks in this action would not properly be directed toward, or awarded against, Unum America.

SECOND DEFENSE

If plaintiff proves an entitlement to benefits in excess of the benefits he has already received, Unum America is not responsible for payment of any such benefits.

THIRD DEFENSE

Plaintiff's amended complaint does not state a claim on which relief can be granted against Unum America.

WHEREFORE, defendant, Unum Life Insurance Company of America, demands judgment dismissing the complaint and each and every claim for relief alleged against it therein; awarding it its costs and disbursements in this action, including a reasonable attorneys' fee; and awarding it such other, further and different relief as the Court deems just and proper.

Dated: Bronxville, New York
October 18, 2007

BEGOS HORGAN & BROWN LLP

By: S/ Patrick W. Begos
Patrick W. Begos (PB4372)
Attorneys for Unum Life Ins. Co.
7 Pondfield Road
Bronxville, NY 10708
(914) 961-4441